

**Defendant.**

Prof. W 7,137,158<sup>B2</sup>  
 6,952,846<sup>B2</sup>  
 7,178,184<sup>B2</sup>

COMES NOW, the plaintiff, Regalo International, LLC, (“Regalo”), by and through its undersigned counsel and for its Complaint in this action against the defendant, DEX Products, Inc. (“DEX” or “Defendant”) avers as follows:

I. This is a claim for patent infringement arising under the Patent Laws of the United States, Title 35, United States Code §§ 1 *et seq.*

II. This Court has subject matter jurisdiction based upon Title 28, U.S.C. §§ 1331 & 1338(a).

III. Venue is proper in this judicial district pursuant to Title 28, U.S.C. §§ 1391(b) & (c), as well as 28 U.S.C. § 1400(b) in that acts of patent infringement are occurring within this judicial district, and Defendant DEX Products, Inc. is subject to jurisdiction in this judicial district and is therefore deemed to reside here.

not limited to, sales within this judicial district. On information and belief, these mattress hugging bed rails and other devices are covered by one or more claims of the '184 Patent.

XXXIX. As of February 20, 2007, Defendant had actual or constructive knowledge of the existence of the '184 Patent.

XL. Upon information and belief, Defendant, acting alone, or with others, is, and has been, infringing the claims of the '184 Patent by the continued assembly, offer to sell, or sale of mattress hugging bed rails, the Dex Safe Sleeper Bed Rail, and other devices within the United States without license from plaintiff Regalo International, LLC, which product or products fall within the scope of one or more claims of the '184 Patent.

XLI. The infringement by Defendant of one or more claims of the '184 Patent has deprived Regalo International, LLC of revenues which it otherwise would have made or caused to be made, and has in other respects injured Regalo and will cause Regalo added injury and loss of revenues unless enjoined by this Court.

XLII. Regalo has been irreparably harmed by virtue of the Defendant's infringement of the claims of the '184 Patent.

XLIII. Notice of the existence of the '184 Patent having been provided to Defendant, the past conduct of the Defendant as set forth herein has been wanton and willful and, therefore, constitutes willful infringement of the claims of the '184 Patent warranting the assessment of treble damages pursuant to 35 U.S.C. § 284.

XLIV. The Defendant's infringement of the claims of the '184 Patent will continue unless enjoined by this Court.

**WHEREFORE**, plaintiff Regalo International, LLC, prays for judgment in its favor as against Defendant and requests that this Court:

A. Enter a finding and a judgment in favor of Regalo International, LLC and against Defendant for patent infringement in an amount to be ascertained and in an amount adequate to compensate Regalo for Defendant's infringement including, but not limited to, lost profits, but in no event less than a reasonable royalty for the use made of the invention by Defendant such amount being increased three times, together with prejudgment and post-judgment interest and costs as fixed by the Court, as provided by 35 U.S.C. § 284;

B. Enter a preliminary and permanent injunction against further and continued infringement of the claims of the '184 Patent by Defendant as provided by 35 U.S.C. § 283;

C. Declare that this case is exceptional and award Regalo its reasonable attorneys' fees as the prevailing party, as provided by 35 U.S.C. § 285;

D. Grant Regalo such other and further relief as the Court may deem just and appropriate; and

**JURY DEMAND**

Plaintiff demands trial by jury on all claims for which it is entitled to a jury trial.

**CAMERON LAW OFFICE, CHTD.**

Dated: 7/01/2008

/s/ John F. Cameron

John F. Cameron (#218613)

Ryan L. Green (#387712)

33 South Sixth Street, Suite 4100

Minneapolis, MN 55402

(612) 341-0394

### **THE PARTIES**

IV. Plaintiff Regalo International, LLC, is a limited liability company duly organized under the laws of Minnesota with a principal place of business at 14198 Commerce Avenue, NE, Suite 600, Prior Lake, Minnesota 66372.

V. Regalo is in the business of developing, selling, and marketing furniture products, including mattress hugging bed rails.

VI. Upon information and belief, defendant DEX Products, Inc., is a California corporation, with a principal place of business at 602 Stone Road, Benicia, California. DEX has committed acts of infringement in this judicial district and elsewhere.

### **FACTUAL BACKGROUND**

VII. On October 11, 2005, United States Patent No. 6,952,846 B2 (“’846 Patent”), entitled Mattress Hugging Bed Rail was duly and legally issued to Mark A. Flannery and Nathan A. Duscheck and is assigned to plaintiff Regalo International, LLC. A copy of the ‘846 Patent is attached hereto as Exhibit “A” and is incorporated by reference as if fully set forth herein.

VIII. The ‘846 Patent discloses and claims a novel and significant improvement in mattress hugging bed rail structure and related arts and sciences.

IX. On November 21, 2006, United States Patent No. 7,137,158 B2 (“’158 Patent”), entitled Mattress Hugging Bed Rail was duly and legally issued in the name of Mark A. Flannery and Nathan A. Duscheck and is assigned to plaintiff Regalo

International, LLC. A copy of the '158 Patent is attached hereto as Exhibit "B" and is incorporated by reference as if fully set forth herein.

X. The '158 Patent discloses and claims a novel and significant improvement in mattress hugging bed rail structure and related arts and sciences.

XI. On February 20, 2007, United States Patent No. 7,178,184 B2 ("184 Patent"), entitled Mattress Hugging Bed Rail was duly and legally issued in the name of Mark A. Flannery and Nathan A. Duschek and is assigned to plaintiff Regalo International, LLC. A copy of the '184 Patent is attached hereto as Exhibit "C" and is incorporated by reference as if fully set forth herein.

XII. The '184 Patent discloses and claims a novel and significant improvement in mattress hugging bed rail structure and related arts and sciences.

XIII. On information and belief, at all times relevant to this Complaint, Defendant began marketing, selling, and offering for sale mattress hugging bed rails, including, but not limited to, the Dex Safe Sleeper Bed Rail, and other devices covered by one or more claims of the '846 Patent.

XIV. On information and belief, at all times relevant to this Complaint, Defendant began marketing, selling, and offering for sale mattress hugging bed rails, including, but not limited to, the Dex Safe Sleeper Bed Rail, and other devices covered by one or more claims of the '158 Patent.

XV. On information and belief, at all times relevant to this Complaint, Defendant began marketing, selling, and offering for sale mattress hugging bed rails, including, but not limited to, the Dex Safe Sleeper Bed Rail, and other devices covered by one or more claims of the '184 Patent.

XVI. On information and belief, since in or about 2005 and at other times relevant to this action, other times relevant to this action, Defendant began marketing, selling, and offering for sale mattress hugging bed rails, including, but not limited to, the Dex Safe Sleeper Bed Rail, and other devices covered by one or more claims of the '864 Patent, '158 Patent, and/or '184 Patent.

XVII. Regalo has complied with the notice provisions of 35 U.S.C. § 287 by steps including marking the patent numbers upon its products and, therefore, for this additional reason, the Defendant has had at relevant times actual or constructive knowledge of the patents.

**COUNT I**  
**PATENT INFRINGEMENT BY DEFENDANT OF**  
**U.S. PATENT NO. 6,952,846 B2**

XVIII. Regalo incorporates by reference the allegations set forth in Paragraphs 1 through 17 of this Complaint as if fully set forth herein.

XIX. Acts which constitute direct infringement of some or all of the claims of the '846 Patent are taking place in the United States including, but not limited to, within this judicial district.

XX. Defendant is in the business of offering for sale, assembling, having assembled, marketing, distributing and selling mattress hugging bed rails, including the Dex Safe Sleeper Bed Rail and other devices. Defendant Dex conducts such activities throughout the United States including, but not limited to, sales within this judicial district. On information and belief, these mattress hugging bed rails and other devices are covered by one or more claims of the '846 Patent.

XXI. As of October 11, 2005, Defendant had actual or constructive knowledge of the existence of the '846 Patent.

XXII. Upon information and belief, Defendant acting alone or with others, is, and has been, infringing the claims of the '846 Patent by the continued assembly, offer to sell, or sale of mattress hugging bed rails, the Dex Safe Sleeper Bed Rail Ultra, and other devices within the United States without license from plaintiff, which product or products fall within the scope of one or more claims of the '846 Patent.

XXIII. The infringement by Defendant of one or more claims of the '846 Patent has deprived Regalo International, LLC of revenues which it otherwise would have made or caused to be made, and has in other respects, injured Regalo and will cause Regalo added injury and loss of revenues unless enjoined by this Court.

XXIV. Regalo has been irreparably harmed by virtue of the Defendant's infringement of the claims of the '846 Patent.



XXV. Notice of the existence of the '846 Patent having been provided to Defendant, the past conduct of the Defendant as set forth herein, has been wanton and willful and, therefore, constitutes willful infringement of the claims of the '846 Patent warranting the assessment of treble damages pursuant to 35 U.S.C. § 284.

XXVI. The Defendant's infringement of the claims of the '846 Patent will continue unless enjoined by this Court.

**WHEREFORE**, plaintiff Regalo International, LLC, prays for judgement in its favor as against Defendant and requests that this Court:

A. Enter a finding and a judgment in favor of Regalo International, LLC and against Defendant for patent infringement in an amount to be ascertained and in an amount adequate to compensate Regalo for Defendant's infringement including, but not limited to, lost profits, but in no event less than a reasonable royalty for the use made of the invention by Defendant such amount being increased three times, together with prejudgment and post-judgment interest and costs as fixed by the Court, as provided by 35 U.S.C. § 284;

B. Enter a preliminary and permanent injunction against further and continued infringement of the claims of the '846 Patent by Defendant as provided by 35 U.S.C. § 283;

C. Declare that this case is exceptional and award Regalo its reasonable attorneys' fees as the prevailing party, as provided by 35 U.S.C. § 285; and

D. Grant Regalo such other and further relief as the Court may deem just and appropriate.

**COUNT II**  
**PATENT INFRINGEMENT BY DEFENDANT OF**  
**U.S. PATENT NO. 7,137,158 B2**

XXVII. Regalo incorporates by reference the allegations set forth in Paragraphs 1 through 26 of this Complaint as if fully set forth herein.

XXVIII. Acts which constitute direct infringement of some or all of the claims of the '158 Patent are taking place in the United States including, but not limited to, within this judicial district.

XXIX. Defendant is in the business of offering for sale, assembling, having assembled, marketing, distributing and selling mattress hugging bed rails, including the Dex Safe Sleeper Bed Rail, and other devices throughout the United States including, but not limited to, sales within this judicial district. On information and belief, these mattress hugging bed rails and other devices are covered by one or more claims of the '158 Patent.

XXX. As of November 21, 2006, Defendant had actual or constructive knowledge of the existence of the '158 Patent.

XXXI. Upon information and belief, Defendant, acting alone or with others, is, and has been, infringing the claims of the '158 Patent by the continued assembly, offer to sell, or sale of mattress hugging bed rails, the Dex Safe Sleeper Bed Rail, and other devices

within the United States without license from plaintiff Regalo International, LLC, which product or products fall within the scope of one or more claims of the '158 Patent.

XXXII. The infringement by Defendant of one or more claims of the '158 Patent has deprived Regalo International, LLC of revenues which it otherwise would have made or caused to be made, and has in other respects, injured Regalo and will cause Regalo added injury and loss of revenues unless enjoined by this Court.

XXXIII. Regalo has been irreparably harmed by virtue of the Defendant's infringement of the claims of the '158 Patent.

XXXIV. Notice of the existence of the '158 Patent having been provided to Defendant, the past conduct of the Defendant as set forth herein have been wanton and willful and, therefore, constitutes willful infringement of the claims of the '158 Patent warranting the assessment of treble damages pursuant to 35 U.S.C. § 284.

XXXV. The Defendant's infringement of the claims of the '158 Patent will continue unless enjoined by this Court.

**WHEREFORE**, plaintiff Regalo International, LLC, prays for judgement in its favor as against Defendant and requests that this Court:

A. Enter a finding and a judgment in favor of Regalo International, LLC and against Defendant for patent infringement in an amount to be ascertained and in an amount adequate to compensate Regalo for Defendant's infringement including, but not limited to, lost profits, but in no event less than a reasonable royalty for the use made of

the invention by Defendant such amount being increased three times, together with prejudgment and post-judgment interest and costs as fixed by the Court, as provided by 35 U.S.C. § 284;

B. Enter a preliminary and permanent injunction against further and continued infringement of the claims of the '158 Patent by Defendant as provided by 35 U.S.C. § 283;

C. Declare that this case is exceptional and award Regalo its reasonable attorneys' fees as the prevailing party, as provided by 35 U.S.C. § 285; and

D. Grant Regalo such other and further relief as the Court may deem just and appropriate.

**COUNT III**  
**PATENT INFRINGEMENT BY DEFENDANT OF**  
**U.S. PATENT NO. 7,178,184 B2**

XXXVI. Regalo incorporates by reference the allegations set forth in Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

XXXVII. Acts which constitute direct infringement of some or all of the claims of the '184 Patent are taking place in the United States including, but not limited to, within this judicial district.

XXXVIII. Defendant is in the business of offering for sale, assembling, having assembled, marketing, distributing and selling mattress hugging bed rails, including the Dex Safe Sleeper Bed Rail, and other devices throughout the United States including, but